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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

November 20, 1997

RECORDATION NO

20270-M

FILED

NOV 20 '97

12-15 PM

NOV 20 12 11 PM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D C 20423

Dear Mr. Williams.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Security Documents Supplement No. 8, dated as of ~~September 23, 1997~~ October 14, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement and Assignment of Leases which were previously filed with the Board under Recordation Numbers 20270-A and 20270-B.

The names and addresses of the parties to the enclosed document are:

Borrower DJJ Leasing Ltd
300 Pike Street
Cincinnati, Ohio 45202

Secured Party MeesPierson, N.V.
Coolsingel 93
PO Box 749
3000 AS Rotterdam
The Netherlands

A description of the railroad equipment covered by the enclosed document is:

20 railcars bearing reporting marks and road numbers DJLX 97300 through DJLX 97319, inclusive. The Lease referred to in the Supplement with Carolinas Cement Company is being filed concurrently herewith under Recordation Number 21011.

Mr Vernon A Williams
November 20, 1997
Page 2

100 railcars bearing reporting marks and road numbers CHTT 286100 through CHTT 286199, inclusive The Lease referred to in the Supplement with Union Pacific Railroad Company is being filed concurrently herewith under Recordation Number 21012

Also enclosed is a check in the amount of \$24 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W Alvord", with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

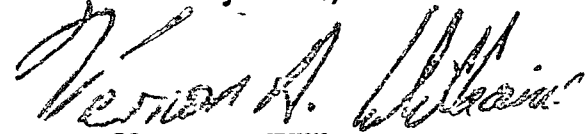
DATE: November 20, 1997

Robert W. Alvord
Alvord & Alvord
913 16th St NW Suite 200
Washington DC 20006-2973

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177.3 (c), on November 20, 1997 at 12:15PM, and assigned recordation number(s). 20270-M, 21011 and 21012.

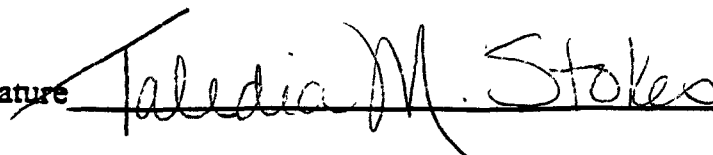
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 72.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



SECURITY DOCUMENTS SUPPLEMENT

SUPPLEMENT NO. 8
TO THE
SECURITY AGREEMENT
DATED AS OF SEPTEMBER 23, 1996
BETWEEN
DJJ LEASING LTD
(the "BORROWER")
AND
AS AGENT
(the "AGENT")
AND
MEESPIERSON, N V.
TO THE
ASSIGNMENT OF LEASES
BETWEEN
THE BORROWER
AND
THE AGENT

RECORDATION NO. 20270-M FILED

NOV 20 '97 12-15 PM

WHEREAS.

A. The Borrower, the Lenders party thereto and the Agent entered into a certain Term Loan Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Security Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"),

C Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Assignment of Leases dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Loan Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Agent supplements to its Security Agreement of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Agent this Security Documents Supplement;

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Loan Agreement).

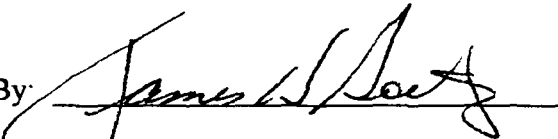
1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral. The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto

2. The Borrower represents and warrants as follows:

(a) (i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents, (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof, and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed as of this 14th day of October, 1997.

DJJ LEASING LTD

By: 

Print Name: James H Goetz

Title: Vice President & Chief Financial Officer

MEESPIERSON, N V , as Agent

By: _____

Print Name _____

Title: _____

EXHIBIT 1

**TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF OCTOBER 14, 1997,
BETWEEN DJJ LEASING, LTD. AND MEESPIERSON, N.V. AS AGENT**

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

<u>Rptg. Marks</u>	<u>Car Numbers</u>	<u>AAR Desg.</u>	<u>Contract</u>	<u>Effective Date</u>
DJLX	97300 through 97319 inclusive)	G519	Carolinas Cement Company	July 9, 1997
CHTT	286100 through 286199 (inclusive)	C612	Union Pacific Railroad Company	April 7, 1997

SECURITY DOCUMENTS SUPPLEMENT

SUPPLEMENT NO. 8
TO THE
SECURITY AGREEMENT
DATED AS OF SEPTEMBER 23, 1996
BETWEEN
DJJ LEASING LTD.
(the "BORROWER")
AND
AS AGENT
(the "AGENT")
AND
MEESPIERSON, N.V.
TO THE
ASSIGNMENT OF LEASES
BETWEEN
THE BORROWER
AND
THE AGENT

WHEREAS:

A. The Borrower, the Lenders party thereto and the Agent entered into a certain Term Loan Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Security Agreement dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Loan Agreement, the Borrower and the Agent entered into a certain Assignment of Leases dated as of September 23, 1996 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Loan Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Agent supplements to its Security Agreement of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Agent this Security Documents Supplement;

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Loan Agreement):

1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(a) (i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed as of this 14th day of October, 1997.

DJJ LEASING LTD.

By: 

Print Name: James H. Goetz

Title: Vice President & Chief Financial Officer

MEESPIERSON, N.V., as Agent

By: 

Print Name P. Bergman Mr J PM. MUNTING

Title: Sr. Acc. Manager

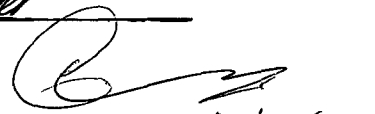

C.E. Stronkhorst
Director Corp. Banking

EXHIBIT 1

**TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF OCTOBER 14, 1997,
BETWEEN DJJ LEASING, LTD. AND MEESPIERSON, N.V. AS AGENT**

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

Rptg. Marks	Car Numbers	AAR Desg.	Contract	Effective Date
DJLX	97300 through 97319 inclusive)	G519	Carolinas Cement Company	July 9, 1997
CHTT	286100 through 286199 (inclusive)	C612	Union Pacific Railroad Company	April 7, 1997



The undersigned, Karel Frederik Maria Berger, civil law notary, officiating in Rotterdam, The Netherlands, hereby certifies that the signatures appearing on the attached document are the true and genuine signatures of:

1. Mr Cornelis Eibartus Stronkhorst, residing in (3055 VB) Rotterdam, The Netherlands, Grindweg 58, born in Groningen, The Netherlands, on May 13, 1941, of Dutch nationality, identified by means of his passport with number N07843296; and
2. Mr Peter Bergman, residing in (5212 CD) 's-Hertogenbosch, The Netherlands, Aertshertogenlaan 147, born in Amsterdam, The Netherlands, on March 3, 1966, of Dutch nationality, identified by means of a passport with number M186637.

According to the information filed with the Trade Register of the Chamber of Commerce and Industry in Amsterdam, The Netherlands, provided to the undersigned today, Mr Cornelis Eibartus Stronkhorst and Mr Peter Bergman are respectively proxy G and B of the public company: **MeesPierson N.V.**, established in Amsterdam, The Netherlands, and having a branch office in Rotterdam, and as such fully entitled to represent the said company jointly and to sign the attached document on behalf of the said company.

Rotterdam, The Netherlands, October 28, 1997.

